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PREAMBLE

THIS AGREEMENT is made by and between the Command (Naval Air Depot, North Island, San Diego, California), hereinafter referred to as the "**EMPLOYER**", and Local 8 of the National Association of Government Inspectors/International Federation of Professional and Technical Engineers herein after referred to as the "**ASSOCIATION.**"

Both parties agree to enter into a full Labor-Management Partnership in accordance with the current or future Naval Air Depot Labor-Management Partnership Team Charter(s). The objective of this partnership will be to involve the bargaining unit employees and the Association Representatives as full partners with Employer Representatives to identify problems and craft solutions to better serve the command's customers and mission.

It is agreed that the Employer shall provide systematic training of appropriate agency employees, Association Representatives and Competency Managers in Alternate Dispute Resolution Techniques, Interest-Based Bargaining Approaches and other partnership training on a continuing basis, as appropriate.

It is agreed that both parties will openly share all possible information necessary to make informed decisions about workplace issues.

It is the intent and purpose of the parties to promote and improve the efficient administration of the Federal Service and the well-being of employees within the meaning of the Civil Service Reform Act, Public Law 95-454 (hereinafter referred to as the CSRA), to establish a basic understanding relative to personnel policies, practices and procedures, and to provide means for amicable discussion and adjustment of matters mutually affecting the Employee/Employer relationship at the Naval Air Depot, North Island.

The Employer and the Association agree to support, affirmatively and positively, both individually and collectively, the following major Goals common to both parties:

- A. Effective participation by employees in formulating and implementing policies and procedures affecting personnel and the conditions of their employment;
 - B. Safeguarding of employee health, safety and welfare;
 - C. Developing and using employee skills;
 - D. Submitting improvement and cost reduction ideas;
 - E. Promoting work attendance;
 - F. Improving the communications between the Association, Employee and the Employer;
 - G. Continuing improvement in the quantity, quality, timeliness and cost of work;
- and
- H. Promoting the principles of Equal Employment Opportunity.

In consideration of the mutual covenants herein set forth, the parties hereto intending to be bound, hereby agree as follows:

ARTICLE 1

RECOGNITION AND REPRESENTATION

SECTION 1. The Employer recognizes that the Association is the exclusive representative of all employees, as defined in SECTION 2 below, and the Association recognizes the responsibilities of representing the interest of all such employees, without regard to Association membership, in grievances, personnel policies, practices and procedures, or other matters affecting general working conditions at the Depot, subject to the express limitations set forth in ARTICLE 2.

SECTION 2. The Association is described as follows: All Quality Assurance employees in the Quality Competency, NAVAL AIR DEPOT, North Island, San Diego, California; excluding employees engaged in Federal personnel work in other than a purely clerical capacity, clerical employees, confidential employees, management officials, and supervisors as defined in the CSRA.

ARTICLE 2

LAWS AND REGULATIONS

SECTION 1. It is agreed and understood by the Employer and the Association that in the administration of all matters covered by this agreement, officials and employees are governed by existing or future laws and Government-wide regulations, by published agency policies and regulations in existence at the time this Agreement is approved, and by subsequent regulations required by law.

SECTION 2. Any association member whose participation or activity would result in a conflict or apparent conflict of interest that both the Association and Employer mutually agree on, or would otherwise be incompatible with law or with official duties of that employee, is not authorized to represent the Association in any way.

SECTION 3. The provisions of this ARTICLE and ARTICLE 3 shall also apply to all supplemental, implementing, subsidiary or informal agreements between the parties.

ARTICLE 3

RIGHTS OF EMPLOYER

SECTION 1. It is agreed that the EMPLOYER shall retain the rights afforded by Section 7106 of the CSRA provided that said rights are not in conflict with the current or future Labor-Management Partnership Charter(s).

- A. To hire, assign, direct, layoff, and retain employees, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
- B. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
- C. With respect to filling positions, to make selections for appointment from:
 - (I) Among properly ranked and certified candidates for promotion; or

(II) Any other appropriate source, when prior notification to the Association is given, with the opportunity to negotiate, if requested.

D. To take whatever actions may be necessary to carry out the Employer's mission during emergencies.

E. To determine numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work. The union will be provided notice of the changes to bargaining conditions of employment and will be given the opportunity to request negotiations.

F. Nothing in this Article shall preclude the ASSOCIATION and the EMPLOYER from negotiating appropriate arrangements for the EMPLOYEE(s) adversely affected under this ARTICLE by an EMPLOYER decision

ARTICLE 4

RIGHTS OF EMPLOYEES

SECTION 1. Employees shall have, and shall be protected in, the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association, or to refrain from any such activity. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association and acting for the Association in the capacity of an Association Representative, including presentation of its views to officials of the Executive Branch, the U.S. Congress, or other appropriate authority, except as expressly prohibited by the CSRA.

SECTION 2. The Employer shall take such action consistent with law and directives as may be required in order to assure that employees are apprised of the rights and privileges provided in the CSRA, and that no interference, restraint, coercion, or discrimination is practiced to encourage or discourage membership in any employee organization.

SECTION 3. Nothing in this Agreement shall require an employee to become or remain a member of the Association or to pay money to the Association except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deductions or except pursuant to appropriate Federal regulations.

SECTION 4. The Employer agrees to recognize all GS-1910-9 and above Quality Assurance Personnel as professionals in the field of Quality Assurance.

SECTION 5. The Employer agrees that, should any representative of the Employer unlock and inspect any employee's locker or desk, that particular employee and a labor representative shall be present for such inspection. If it is necessary for the Employer to open the locker or desk of an absent employee, a representative from the Association will be present. The Employees consent is not required.

ARTICLE 5

RIGHTS OF THE ASSOCIATION

SECTION 1. The Association may designate up to ten (10) percent of the total bargaining unit, as Area Representatives.

SECTION 2. The Association shall provide to the Employer and the Employee Relations Representative a current list of Officers and Area Representatives; and the areas of representation. However, in the case of normal shift rotations and/or emergencies where an Area Representatives change of shift is required, both parties agree to negotiate impact of the assignment, when the assignment will exceed Sixty (60) days in duration. However, should the presence of a night shift Representative be required at a scheduled investigative meeting/hearing, conducted during day shift operations, the Representative shall, upon request, be permitted to change their shift assignment on the particular day involved subject to work requirements. The Association President will be permanently assigned to the first shift and excluded from normal shift rotation, subject to workload requirements.

SECTION 3. Reasonable time will be allowed for an Association Representative to discuss with an employee(s) matters directly related to working conditions in their designated organizational entity, including the investigation and processing of grievances and appeals. Association Representatives will guard against the use of excessive time in the handling of such matters. The Association, as the representative of all employees, shall have the right and responsibility to present its views to the Employer either orally or in writing and with reasonable expectations of receiving a timely response to the matter at hand, as provided in this agreement.

SECTION 4. When it is necessary for an Association Representative to leave a work-site to conduct labor-management relations matters, the representative shall provide the reason for the request (i.e. grievance, official labor-management related meetings, etc.), the specific location of contact, and will notify his/her immediate supervisor, if available, or the relief supervisor. (Official time is any amount the Employer and the Association Representative involved agree to be reasonable, necessary and in the public interest). Under normal circumstances, the supervisor's permission will be granted. If the supervisor determines that a reasonable delay is necessary due to workload considerations, he/she will indicate when the Association Representative may expect to be released. In the event that the supervisor and the relief supervisor are unavailable, it is agreed that the Association Representative shall leave written notification of the location of the required meeting.

SECTION 5. Prior to entering a shop or work area under the cognizance of another supervisor, the Association Representative shall contact that immediate supervisor or relief supervisor in the immediate supervisor's absence; state the nature of the business and the name of the Employee to be contacted. Supervisory permission in these instances will be granted promptly if workload considerations permit and a reasonable amount of official time will also be granted for the purpose of conducting this labor-management business.

SECTION 6. With the exception of required time to initially read, review, or reference this agreement; any activities performed by any employee relating to the internal business of a Labor Organization (including the solicitation of membership, election of Labor Organization Officials, collection of dues and meetings of Association Officials not specified in this Agreement) shall be performed during the time the employee is in a non-duty status. Non-duty status is defined as any Officially recognized break(s) or before/after the employees working hours.

SECTION 7. For attendance at training sessions/conferences, Association Officers/Representatives are normally authorized excused absence. The Association will be entitled to a total of 120 Hours for training in a single calendar year. If Association Officers feel time beyond these limitations is necessary, they shall submit a formal written request, stating reason and amount of additional time required, to the Employee Relations Representative, with a copy to the Employer. Normally, a request for excused absence, will be approved by the employer subject to work requirements.

SECTION 8. The Employer agrees to provide an office for Association use at mutually agreeable location. The office will be used to conduct normal labor-management relations business as outlined in this agreement. The dimensions of the office will be sufficient to accommodate necessary office furnishings, including, but not limited to locking desks & file cabinets, chairs and tables. The Employer will provide a computer system with access to the necessary informational systems to perform required labor-management relations functions. A conference room area shall be provided for the purpose of conducting various labor-management meetings. In no event will the Association use, or permit use of, the office for matters relating to internal Association business during normal working hours. Proven disregard for the restrictions for the use of this office, outlined in this ARTICLE, may be basis for withdrawal of this privilege.

SECTION 9. The Employer agrees to provide free unreserved parking for Unit employees. A reserved parking space, at no cost, will be provided for use by the Association President near the Association office. Arrangements for parking for non-employee visitors will be made by the Employer.

SECTION 10. Upon request, the Employer will furnish the Association an alphabetical list of all employees, as defined in ARTICLE 1, SECTION 2. The list shall include their last name, pay number, service computation date, veterans status/preference. Upon request, the Association will be provided with all work place restrictions of unit employees.

SECTION 11. The Employer agrees that the National Representatives of the Association, who are not employees of the Depot, shall be admitted to the Employer's premises upon request to the Employee Relations Representative, for the purpose of meeting with Association Officers during working hours for such purposes and under such conditions, the latter is specifically authorized official time in this agreement. The National Representative's access to the Employer's premises and visitation is governed by station security regulations.

SECTION 12. During the six months prior to the expiration of this contract, three officers of the Association shall each be allowed to meet 24 hours on official time to prepare, research and write new contract proposals.

SECTION 13. Association Officers and Representatives shall have the right to assist the Association, freely and without fear of penalty or reprisal, and shall be protected in the exercise of such rights as provided in the CSRA.

SECTION 14. It is understood that the contracting of work typically performed by Unit members, or the use of contract personnel to perform Agency work, is within the discretion of the Employer. The Employer, however, agrees to inform the Association President or designated representative of such situations and considerations during pre-decisional discussions and to consult and/or negotiate, as appropriate, over any adverse impact on Unit employees. Such discussions may include dialogue concerning business case analysis and options for accomplishing the work. The Employer also agrees to provide status information on any such situation upon the Association's request. Notification will be made by the Commanding Officer or his designated representative.

SECTION 15. In the event that bargaining unit work is contracted out, the Employer agrees to provide strong consideration to reassignment as a placement option. Further, the Employer agrees, as with other similar situations, to provide job placement assistance and/or retraining, where appropriate, to minimize displacement actions caused by the contracting. In the event that retraining or reassignment is not practicable, the Employer will provide the Association with the names of the employees impacted.

ARTICLE 6

MATTERS APPROPRIATE FOR NEGOTIATION

SECTION 1. It is agreed and understood that matters appropriate for negotiation between the parties include all matters covered by the current or future NADEP Labor-Management Partnership Charter(s). Both parties shall convene to discuss the necessity of any changes in working conditions and understandings currently in effect, which may or may not be covered by this Agreement, prior to implementation.

SECTION 2. Good faith negotiations shall include a clear definition of the matter at issue and an objective consideration of, and response to, the other party's position on the issue and full consideration of any suggestions for alternate action.

SECTION 3. Both parties will provide a minimum of five (5) workdays advance notice whenever feasible, before scheduling any meeting on matters appropriate for negotiation. A written summary of the matters to be discussed shall be included in the notice.

ARTICLE 7

ASSOCIATION/MANAGEMENT MEETINGS

SECTION 1. Periodic meetings will be held between the Competency Leader and Association President or their designee, to discuss continuing improvements in labor-management relations.

SECTION 2. Officers and Area Representatives of the Association will be allowed to meet during working hours for an appropriate amount of time, normally not to exceed (2) hours per week, for the purpose of discussing labor-management issues and/or preparing for meetings with the Competency Leader and/or Managers.

SECTION 3. When either party deems it necessary, minutes of Employer-Association meetings shall be prepared by the Employer for all meetings at the Competency Leader level. Prior to distribution, both parties will review for correctness and discuss any differences in its contents.

SECTION 4. Any mutual decisions agreed to outside of this Agreement, between the Competency Leader/Managers and the Association, shall be written by the Employer and reviewed by both parties for signature prior to implementation.

ARTICLE 8

HOURS OF WORK AND BASIC WORKWEEK

SECTION 1. The basic workweek shall consist of five (5) eight (8) hour days, Monday through Friday inclusive. Other basic workweek schedules may be established under conditions where the Depot would be seriously handicapped in carrying out its mission, or that the cost would be substantially increased, as determined by the Commanding Officer.

SECTION 2. The Employer agrees to the maximum extent permitted by workload commitments, facilities and space, to assign employees to the day (first) shift. The intent of this section is to assign employees to the night (second, third, or split) shift to the extent necessary to support and carry out the mission of the Employer. Whenever it is necessary to use a multi-shift operation, employees needs and the particular skills and qualifications required will be considered, insofar as practicable. Priority consideration will be given to volunteers for shift assignments. All others will be ranked by service computation date. When a person is ranked as number one and another person volunteers for their shift assignment; (through mutual consent) it will be considered that, the person ranked number one has served their time, and will be placed on the bottom of the rotation list. A volunteer must submit a memorandum (normally) Two weeks prior to the shift rotation date.

SECTION 3. When a determination is made to use a multi-shift operation, a Pre-decisional discussion will be conducted IAW. Article 6. Sec.1 of this Agreement, prior to implementation.

ARTICLE 9

OVERTIME

SECTION 1. Scheduled overtime assignments shall normally be made within an employees regularly assigned area(s) of work, taking into consideration their particular skills, qualifications and the nature of the work to be performed. If there are no volunteers on the first poll for a particular work area, qualified seniors will be considered for O. T. If the senior declines other work areas of the same Competency office may be polled for "qualified" volunteers. If no volunteers are available at the second polling, "currently qualified" volunteers outside the Competency office shall be polled for this overtime assignment. When there are no volunteers, employees of the work area requiring overtime will be assigned per the normal work area overtime roster.

SECTION 2. When a regular assigned work area is scheduled for overtime, but workload does not justify coverage by an employee of that area, a qualified employee working in another area may be assigned to cover both work areas.

SECTION 3. When a work area is determined to have a requirement for verification actions during a period of overtime, and an employee of that area is not available, the coverage will come from any qualified employee who is working overtime.

SECTION 4. An employee who does not desire to work overtime, and requests and is granted exults when asked, will have that turn counted as overtime worked for equitable distribution record purposes.

SECTION 5. The standardized distribution record of overtime assignments made and overtime hours worked within each work area shall be maintained by the Employer. These records shall be made in ink and readily available for review in the cognizant Senior Quality Assurance Specialist's office.

SECTION 6. The Employer agrees to notify all employees within the Competency office of overtime assignments. A minimum of Four hours' notification whenever possible.

SECTION 7. All bargaining unit employees who qualify IAW the Fair Labor Standards Act (FLSA), will receive overtime compensation at time and one half, in accordance with regulatory requirements.

SECTION 8. COMPENSATORY TIME OFF. At the request of the employee, compensatory time off will be granted by the Employer; in accordance with current applicable instructions, for overtime hours worked in lieu of overtime pay. Employees who request compensatory time off must do so at the time of accepting the overtime assignment. The Employee and the Competency Manager will schedule all compensatory time off in the same manner as annual leave is scheduled in ARTICLE 10, Sec. 1.

ARTICLE 10

ANNUAL LEAVE

SECTION 1. Employees shall accrue and shall be granted annual leave in accordance with applicable directives. Annual leave to an employee's credit may be granted at any time during the year when requested sufficiently in advance and consistent with workload and manpower requirements. When it is necessary to disapprove a written request for annual leave the supervisor must indicate the reason for disapproval in writing.

SECTION 2. Annual leave will be scheduled in such a way that workload and manpower requirements can be met throughout the year. Employees will be given the opportunity to indicate desired length and preference of dates for the leave schedule for the year.

SECTION 3. The Employer will maintain a liberal policy in granting requests for annual leave for religious observances.

SECTION 4. Upon request, employees will be granted annual leave on the anniversary of their birthday, workload permitting.

SECTION 5. It is agreed that an employee retains the right to cancel planned leave at his or her discretion, However, rescheduling of use or lose leave must be accomplished on the appropriate planned leave form within (7) calendar days of cancellation to avoid forfeiture.

ARTICLE 11

SICK LEAVE

SECTION 1. Employees shall accrue and be granted sick leave in accordance with applicable laws and regulations.

SECTION 2. Employees shall not be required to furnish a medical certificate to substantiate requests for approval of sick leave for periods of three (3) consecutive workdays or less, except when the employee has been advised in writing that he/she is suspected of abusing sick leave privileges and must furnish a medical certificate for each absence from work for which sick leave is requested. Attendance records of employees required to submit a medical certificate for each absence on sick leave shall be reviewed quarterly by the Employer. When improvement in the employee's sick leave record warrants, the requirements shall be rescinded in writing.

SECTION 3. Sick leave, not to exceed thirty (30) days, may be advanced to eligible employees in case of extended illness or disability in accordance with applicable regulations and directives.

SECTION 4. The Employer agrees to follow the applicable laws and regulations with relation to on the job injuries, in a timely manner, to prevent the loss of the employee's sick leave.

ARTICLE 12

TRAINING

SECTION 1. It is mutually agreed that an organized and continuing program of on-the-job and classroom training is of vital interest to the Employer and the Association.

SECTION 2. To accomplish the above, the Employer will schedule and set the frequency, time and location of training programs; as workload permits, to maintain and increase the proficiency and knowledge of employees. To stay current on product or procedural changes, management will endeavor to assign appropriate training.

SECTION 3. The Employer and the Association recognize that each employee is responsible for applying reasonable effort and initiative on his/her own time to keep abreast of changing technology. Accordingly, pursuant to such effort and initiative, the Employer will make available quality assurance texts and publications that may be loaned out to employees.

SECTION 4. Both parties agree that to the extent financially possible, tuition reimbursement,

including textbook costs, will be provided by the Employer to bargaining unit Employees, taking credited job related courses and pass with an acceptable GPA, IAW federal regulations.

ARTICLE 13

SUPERVISORY/SENIOR RELIEF ASSIGNMENT

SECTION 1. Supervisory/Senior relief duties will be normally rotated among volunteers who meet all regulatory and qualification requirements for the position.

SECTION 2. Normally, rotational Supervisory/Senior relief assignments shall be made for periods not to exceed 120 calendar days except as provided in SECTION 3. Below. When management determines the assignment must exceed 120 days, the union will be notified.

SECTION 3.

A. Assignments to Supervisory/Senior duties for more than 30 consecutive days shall be made by temporary promotion, if appropriate. In the event the temporary promotion exceeds the employee's Supervisory/Senior relief assignment, the temporary promotion shall continue until he/she has completed at least 31 consecutive calendar days of the temporary promotion, through the end of the current pay period. However, it is understood that if the workload requirement ceases to exist, the temporary promotion will be terminated.

B. The subsequent relief assignment shall resume after the employee has completed his/her temporary promotion and shall remain in effect until the remainder of the scheduled Supervisory/Senior relief assignment period is completed.

C. When it is known in advance that the Supervisory/Senior assignment will exceed 30 consecutive calendar days, the temporary promotion shall commence at the beginning of the pay period after the assumption of Supervisory/Senior duties.

D. If the period of assignment is initially to last 30 consecutive calendar days, the current Supervisory/Senior relief shall be temporarily promoted at the beginning of the pay period immediately following the date of such discovery.

E. Promotions under this section shall not exceed 120 calendar days unless made pursuant to Merit Promotion procedures.

SECTION 4. Copies of Supervisory/Senior relief assignment schedules shall be provided to section employees and the Association upon request.

ARTICLE 14

PERFORMANCE APPRAISAL SYSTEM

SECTION 1. The parties agree to adopt and incorporate a Labor-Management generated Performance Appraisal and Review System. The system provisions will be in accordance with applicable instructions.

SECTION 2. Performance standards and critical elements will relate to the employees position description.

SECTION 3. The application of performance standards, including rating of record, is grievable

under the negotiated grievance procedure.

SECTION 4. It is agreed that the following types of awards shall be considered in performance recognition: Quality Step Increase, Productivity Recognition Program Award, Special Act Award, Time-Off Award, Letters of Recognition/Appreciation/Accommodation, etc.

SECTION 5. Employees documented records of additional accomplishments, job performance and/or special projects, after verification by the Employer, shall be considered when a performance rating of record is given.

ARTICLE 15

PROMOTIONS

SECTION 1. Equitable opportunity shall be afforded each employee to compete for promotional opportunities in accordance with the Employer's Merit Promotion Plan. Except for mandatory requirements the Employer agrees not to modify the Plan without negotiation with the Association.

SECTION 2. All employees shall be afforded the right to apply and receive consideration for promotional opportunities to positions for which they qualify. In filling vacancies, the Employer shall make selections from properly ranked and certified candidates for promotion or any other appropriate source, as defined in the Merit Staffing Promotion Instruction.

SECTION 3. After notifying the Employee selected for promotion, the others considered will be notified of their non-selection and the name of the selected candidate(s).

SECTION 4. Employees may not grieve non-selection for promotion or reassignment from a group of properly ranked and certified candidates, or failure to receive a noncompetitive promotion. Employees may grieve determinations of ineligibility for consideration and/or evaluation determinations in accordance with applicable instructions. The Association will be notified of all cut-off dates when and if a position is announced individually.

ARTICLE 16

UNACCEPTABLE PERFORMANCE

SECTION 1. The finding of unacceptable performance shall be made in accordance with applicable laws, rules and regulations of the appropriate authority. Any and all adverse personnel actions shall require documented evidence to support the findings. Unit employees will be apprised of their right to union representation, prior to any documented discussion(s) or disciplinary action(s) against them.

ARTICLE 17
REDUCTION IN FORCE

SECTION 1. If a reduction-in-force (RIF) becomes necessary, the Employer shall notify the Association as far in advance as practicable, but not less than thirty (30) days prior to the effective date, and state the reasons for the RIF action. The Association shall be afforded the opportunity to negotiate on appropriate arrangements for employees adversely affected by the RIF.

SECTION 2. Employees demoted through reduction in force action will be given priority consideration and re-promoted when a vacancy occurs in a position at the employee's former grade, (or any intervening grade). The employer will maintain a list of demoted employees to assure consideration of these employees for available vacancies. This process will be done using the Employees Qualifications and (LEAVE) Service Computation dates.

SECTION 3. Employees affected by a RIF action and the Association Officers may review retention registers relative to such action.

ARTICLE 18
CHANGES IN POSITION DESCRIPTION

SECTION 1. Each employee's position shall be described by Position Description and an identifiable number.

SECTION 2. The Wage and Classification Program shall be conducted within the guidelines issued and authority delegated by the Office of Personnel Management (OPM). In any case where action is proposed to modify the position description, to the extent that either the rating, title, pay level or qualification requirements for the rating will be affected, it is agreed that the proposed change shall be discussed with the Association.

SECTION 3. Any employee who feels that his/her job or position is improperly rated or classified shall have the right to appeal the classification in accordance with applicable OPM regulations. The employee may be represented by an Association representative in the course of the appeal.

ARTICLE 19
TEMPORARY DUTY TRAVEL

SECTION 1. Employees travel shall be under conditions and procedures as set forth in the Department of Defense Joint Travel Regulations. In this regard it is understood and agreed that employees may be required to perform temporary duty in order to accomplish the mission assigned to the Employer. When temporary duty travel is required, convenience and comfort of the employee will be considered by the Employer consistent with the assigned mission and availability of adequate facilities at the temporary duty location.

SECTION 2. When temporary duty travel is required, the Employer will make maximum effort to provide advance information to the employee and to observe the conditions set forth below:

- A. The purpose of travel and the anticipated duration of assignment;
- B. A mode of travel consistent with the assigned mission;
- C. The issuance of travel orders and travel advance pay shall normally be made during working hours;
- D. The expeditious handling of travel claims;
- E. Providing assistance to the employee in preparing records of travel;
- F. Providing information to employees in regard to filing travel claims;
- G. An employee while traveling may be in an employment status subject to applicable government-wide regulations.

SECTION 3. All non-exempt Employees who are required to travel will be paid overtime travel pay IAW FLSA regulations.

ARTICLE 20.

SAFETY, HEALTH AND WELFARE

SECTION 1. The Employer agrees to provide a safe and healthful workplace for all employees and will provide effective and efficient protective clothing ergonomic and other safety devices to maintain personal safety and safe working conditions, and to apply applicable laws or regulations relating to safety and health of its employees. Safety shoes will be provided at no cost to those employees who are regularly assigned to designated foot hazardous work areas. Protective clothing, safety and ergonomic devices provided by the employer must be approved and determined to be appropriate by the NADEP, NI Occupational Safety and Health Office, Code 6.8.1.

SECTION 2. The Employer shall provide office accommodations for all employees in an industrial environment. Office accommodations shall provide privacy and isolation from the work environment to allow the employee to perform their administration work. These office accommodations shall consist of sufficient space for employee(s) desks, chairs, files, desk organizers, telephones, computers and be ventilated, lighted, protected from excessive noise, fumes and particle contaminants in accordance with OSHA requirements.

SECTION 3. The Employer agrees that the Association has the right to appoint one Area Representative to the Command's non-supervisory Safety Committee, and one Association Officer to the Command's Supervisory Safety Committee, for the purpose of providing ideas and suggestions for improving safety in the workplace.

SECTION 4. In accordance with safety regulations, no employee shall be allowed to consume food or beverages in any industrial area including restrooms. Employees in industrial/non-industrial areas will be allowed two 20 minute breaks (The twenty minutes includes any and all clean-up) during an eight-hour shift.

ARTICLE 21

CIVIC RESPONSIBILITIES

SECTION 1. Jury duty, voting and participation in voluntary Charity Drives are civic responsibilities; the Employer and the Association encourage Unit employee support of these civic activities.

SECTION 2. If employees are summoned for jury service, they shall promptly notify their supervisor. Such absences will normally be granted in accordance with applicable regulations.

SECTION 3. Employees are responsible for providing proof of jury or witness service and for providing court furnished fees, if applicable, to the Employer.

SECTION 4. The Employer and the Association agree that employees in the Unit will be encouraged to voluntarily participate in authorized charity drives/committees sponsored by the Employer, and will be recognized accordingly.

SECTION 5. In no instance shall the Employer or the Association exercise pressure on any employee to contribute to a charity to which the employee does not wish to contribute.

SECTION 6. The Association and the Employer support the North Island Blood Program and encourage the participation of all employees in order to assure an available supply of blood for the benefit of employees and their dependents. At the discretion of the supervisor in relation to workload manpower requirements, eligible employees who volunteer to donate blood shall be granted up to four (4) hours without charge to leave for the purpose of making such donations. These donations must be made to either the North Island Civilian Blood Account or to an employee or employee's immediate family member requiring a direct transfusion. Employees are urged to make requests for absence for blood donation at least three (3) days in advance. If a request for absence is denied, the supervisor will inform the employee of the approximate date a request may be granted. Supervisors are urged to schedule such excusal for the last four (4) hours of the workday for the first shift. The Employer and the San Diego Blood Bank may arrange for blood donation services aboard the Station. In that event, employees of the Unit may either donate then or under procedures outlined above. If the employee is rejected as a blood donor at the mobile blood unit, the employee will be granted up to one (1) hour of excused absence and must return to work. Should an employee donor be rejected at the San Diego Blood Bank, the employee will be granted two (2) hours of excused absence and must return to duty.

ARTICLE 22

EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. The parties agree to the principals of Equal Employment Opportunity and their application, and further pledge to work affirmatively and positively to achieve national and local goals to develop full utilization of employee's skills and abilities without regard to race, color, religion, national origin, sex, age, physical or mental handicap or past EEO involvement.

SECTION 2. Employees who wish to be considered for participation to Employer EEO Programs (e.g., special committees concerning Federal Women's Program, Hispanic Employment Program, Black Interest Concern Group; personal input to the Annual Affirmative Action Plan, etc.) are

urged to contact the Command's Equal Employment Opportunity Advisory Committee (EEOAC) Co-Chairperson. The Deputy EEO Officer, or designee, will provide information, upon request, to employees who wish to develop

an awareness of EEO Programs in the community and to participate in community organizations during non-duty hours.

SECTION 3. Before appointing collateral-duty Equal Employment Opportunity Counselors, the Employer shall notify the Association President of the number to be appointed. The Association President shall be permitted reasonable time to provide the Command with recommendations for consideration. Employees recommended by the Association are not required to be members of the Association nor the Bargaining Unit. EEO Counselors shall foster the concepts of Equal Employment Opportunity rather than represent the Employer or the Association.

SECTION 4. The EEO Advisory Committee/Subcommittees shall furnish the Association with a copy of all agendas/minutes for and of official meetings conducted. The Association shall be permitted to bring matters of concern to the EEOAC/Subcommittees.

SECTION 5. In the event a bargaining unit employee has filed a discrimination complaint, the EEO Office will notify the Association of the date of the complaint and the Counselor assigned. Each Counselor shall advise any employee within the bargaining unit of their right to Association Representation at the first meeting explaining the employee's right to the grievance process as provided herein.

SECTION 6. Both parties agree that a bargaining unit Employee can file a EEO complaint through the Employer's EEO office or a EEO grievance through the Association; but not both. (Either way, the Association must be made aware of the grievance or formal EEO complaint).

ARTICLE 23

EMPLOYEE ASSISTANCE AND DRUG FREE WORKPLACE PROGRAMS

SECTION 1. The Employee Assistance Program provides for assistance to civilian employees who have personal problems related to alcohol, drug abuse, or other matters, which have an adverse effect on job performance and/or attendance. The Employer will maintain an effective program and the Association will take an active role in informing employees about program policies.

SECTION 2. Nothing in this ARTICLE shall require the Association to agree with the Employer's assessments.

SECTION 3. The Employer agrees that the establishment and administration of its Drug Free Workplace Program (DFWP) will be done in compliance with all applicable laws, rules, and regulations, and court decisions including Department of Navy. For purposes of this agreement, the term "rule or regulation" shall also mean those rules or regulations of authorities outside of the Agency, such as Office of Personnel Management, the Department of Health and Human Services, and other government-wide regulations.

SECTION 4. Type of Drug Test:

The parties agree that the testing referred by the term "drug test" means "urinalysis".

SECTION 5. Employees Subject to Testing.

A. Reasonable Suspicion Testing:

- (1) Employees will be subject to testing in accordance with applicable governing instructions.
- (2) The employee, upon request, may be accompanied by an Association Representative to the collection site. If no Association Representative is available, the test can be conducted as scheduled. A bargaining unit employee who suspects any other Appropriated Fund Employee of being under the influence of illegal drugs has the right, without fear of retaliation, to report that suspicion to the Association and/or the next higher level authority above the suspected employee. The report can only be viewed as a suspicion until verified under the reasonable suspicion testing regulation

B. Post-Accident Testing:

An employee may be subject to testing when, based upon the circumstances of an on the job accident or unsafe job related activity, the employee's actions meet either of the following conditions: The accident or unsafe practice results in a death or personal injury requiring hospitalization; or, the accident or unsafe practice results in damage to government or private property estimated to be in excess of \$10,000.

SECTION 6. NOTIFICATION TO EMPLOYEES & ASSOCIATION. In the event drug testing is required, the employer shall inform concerned employee(s) and the Association of the following:

- a. The reason for the drug test.
- b. How the employee was selected (suspicion, post-accident, investigation, etc.)
- c. Consequences of a positive result including possible disciplinary action up to and including removal.
- d. Consequences of a refusal to cooperate including possible disciplinary action up and including removal.
- e. Opportunity for submission of supplemental medical documentation to support the legitimate use of a specific drug, including "over-the-counter" non-prescription drugs.
- f. Of the availability through the Civilian Employee Assistance Program of drug-abuse counseling and referral service to which he/she can voluntarily submit.
- g. The right of the employee to contact the Human Resources Office to determine if his/her health benefit plan provides coverage should there be a positive test result.

SECTION 7. Elements of Testing Procedures.

The employer agrees that the following procedures will be utilized, subject to law, rule or regulations (including Department of Defense and Department of Navy regulations).

- a. Upon direction of management, designated employees will report to the designated location to be tested.
- b. Test will be given in accordance with the guidelines established by the Department of Health and Human Services and applicable court decisions.
- c. Upon a positive urinalysis test, the Medical Review Officer (MRO) can order another sample be given if, in the opinion of the MRO, a second sample is necessary.

SECTION 8. Confidentiality and Safeguarding of Information.

- a. Samples will be subject to the Chain of Custody established by Department of Health and Human Services and Department of Navy guidelines.
- b. Within the requirements of law and regulations, including the Privacy Act, employees will be assured that matters relating to drug testing will be treated confidentially. Information will be released only to those officials/agencies authorized by regulations.
- c. The employers shall insure that drug test records are maintained in accordance with the Privacy Act.
- d. The employees will be advised of their right to review and receive copies of documentation maintained by the Drug Program Coordinator relative to the employee's individual drug test.
- e. The employee will be informed of the results of his/her test.

SECTION 9. Counseling and Rehabilitation.

- a. Employees whose tests have been confirmed positive will be identified in writing of the opportunity to be referred to the Civilian Employee Assistance Program or may seek an equivalent private program for counseling, approved by the C.E.A.P. The employee will be informed of the consequences should they refuse counseling or rehabilitation. If the employee chooses to participate in a program, further urinalysis may be conducted.
- b. The parties agree that the Civilian Employee Assistance Program will provide assistance to employees who either volunteer or are management referred for this assistance.
- c. Normally, employees may be returned to duty after successful completion of rehabilitation. The employee may return to the same or similar position occupied before the drug problem was identified unless it is determined there are reasons for alternate assignment.
- d. SAFE HARBOR-
 - (1) Under "Safe Harbor", an employee may voluntarily identify himself or herself as a user of illegal drugs, prior to being so identified by other means, and seek counseling and rehabilitation assistance without being subject to disciplinary action for prior drug use. The employee must thereafter refrain from illegal drug use.

- (2) This does not affect the ongoing operation of the Civilian Employee Assistance Program, under which employees may seek rehabilitation

Assistance for drug abuse problems and be assured that information will not be released to management officials.

SECTION 10. CONSENT FORMS. No employee shall be required to sign any document associated with the drug testing program stating he or she agrees with it when, in fact, he or she does not agree with it. This does not preclude employees being required to sign documents indicating that drug testing is compulsory and informing the employee of the consequences of refusing to cooperate in the program. Employee signatures on such documents will merely signify notice and understanding of the terms of the documents and consent to be tested.

SECTION 11. OFFICIAL TIME. Employees will be in duty status during the time they are providing a urine sample at the employer's collection site. Association Representatives will be granted Official time, if otherwise in a duty status, when representing employees in matters concerning the Drug Free Workplace Program and for which Official time can be legally granted.

SECTION 12. VOLUNTARY TESTING PROGRAM. The employer will not coerce or require employees to participate in voluntary programs established under Section III (b) of Executive Order 12564.

SECTION 13. QUALIFICATION OF TESTER. The parties agree that the Department of Health and Human Services is responsible for determine the qualifications of laboratory personnel.

ARTICLE 24

BULLETIN BOARDS

SECTION 1. It is agreed that the Employer shall provide and place a sufficient number of bulletin boards for the sole use of Association business and these boards shall be located where bargaining unit members are permanently located, as determined by mutual agreement of the Competency Manager and the Officer in Charge of Area Representatives.

SECTION 2. The Association agrees that material posted on bulletin boards or otherwise distributed on Depot premises by Association Representatives shall conform to the provisions of the DOD Directive regarding content. All such material shall indicate it was issued by the Association. The Association shall be solely responsible for material officially placed on the boards or distributed by its representatives.

SECTION 3. The Association shall maintain the bulletin boards in good order and shall be responsible for posting all Association materials, only on official Association time.

ARTICLE 25.

DISCIPLINARY AND ADVERSE ACTIONS

SECTION 1. Adverse or disciplinary actions against employees within the unit will only be taken for just cause.

SECTION 2. An Association Representative or Officer shall be given the opportunity to be present at any examination of a Unit employee by a representative the Employer in connection with an investigation if:

- A. The employee reasonably believes that the examination may result in disciplinary action against the employee; and
- B. The employee requests representation.

SECTION 3. Disciplinary and adverse actions will only be taken for just cause. When deciding what penalty is appropriate the Employer will consider such factors as the gravity of the offense, the existence of mitigating circumstances, and then, frequency of the offense.

SECTION 4. The parties agree to an Alternate Discipline Program for all infractions except drug and health/welfare/safety of personnel-related infractions (i.e., physical contact, threats, abusive language, etc.). The employer may substitute letters of reprimand in lieu of progressive suspensions (i.e., letters of reprimand in lieu of one-day suspension, letters of reprimand in lieu of three-day suspensions, etc.). The letters of reprimand, for purposes of determining past disciplinary records and appropriate penalties, would be the same as suspension(s).

SECTION 5. Employees receiving notice of disciplinary action are limited to grieving the matter through the negotiated grievance procedure, as set forth in Article 26.

SECTION 6. An employee receiving a notice of adverse action may with the concurrence of the Association, submit the matter to arbitration in accordance with the provisions of Article 27, or may appeal to the Merit System Protection Board, but not both.

SECTION 7. Notices of disciplinary or adverse action will contain a statement of the employee's appeal rights. An employee receiving a proposed or actual notice of disciplinary or adverse action will be furnished an extra copy which the employee may elect to give to the employee's representative.

SECTION 8. The parties agree to the principles of Public Law 94-454, Section 7114; (a), (1), (2) and (3) and incorporate those provisions into this Agreement.

SECTION 9. The Employer will inform Unit Employees in writing and provide a copy of the annual notification of rights of representations and will also provide a verbal notification of those rights at any meeting where the Employer feels that a documented discussion could lead to disciplinary or adverse action. Disciplinary and adverse action cases will be handled in an expeditious manner. It is understood that failure to provide this notification at the time of the meeting will not serve as a basis for overturning a disciplinary action in a grievance, arbitration or appeal.

ARTICLE 26

GRIEVANCE PROCEDURE

SECTION 1. SCOPE OF GRIEVANCE PROCEDURE. This article provides the sole grievance procedure for the processing of Unit Employee, Association or Employer grievances in matters allowable under the CSRA and such other matters as may subsequently be made grievable under laws enacted during the term of the agreement. Employees may seek review of performance and allegations of discrimination either under a statutory appeals procedure or the negotiated procedure at their option, but not both. An employee shall be deemed to have exercised such option only when he/she files a timely notice of appeal under appellate procedures or files a timely grievance in writing under this procedure. Matters over which the Employer does not have discretionary authority shall be excluded from this negotiated grievance procedure and from arbitration. Grievances concerning qualification ranking and rating shall be processed under Article 15, Section 5 of this Agreement.

SECTION 2. EMPLOYEE RIGHT TO SELF-REPRESENTATION. Employees retain the right by Section 7121 of the CSRA to personally present grievances to appropriate management official, and to represent themselves in seeking adjustment of the grievance. Any adjustment will not be inconsistent with the terms of this agreement. A representative of, and designated by, the Association shall be offered the opportunity to be present during the grievance proceeding described in this Article. The Association President will be notified in advance of all grievance meetings.

SECTION 3. EMPLOYEE PRE-GRIEVANCE PROCEDURE. A grievable matter will be first presented orally to the Competency Manager in an attempt to resolve the matter. The grievant and/or Association Representative must indicate that a grievance is being presented and state the facts giving rise to the grievance, the Agreement Articles, law, regulation, or instruction claimed to have been violated, and the remedy or relief sought.

The Supervisor will consider the matter and provide an oral decision within five (5) workdays of the meeting.

SECTION 4. EMPLOYEE GRIEVANCE PROCEDURE. The following procedure shall be the sole procedure for the processing of all formal grievances.

STEP 1. If a satisfactory resolution is not reached at the pre-grievance meeting, the grievant may submit a written grievance to the Competency Manager within five (5) workdays of the pre-grievance decision. The written grievance shall contain the information required in the oral meeting. The Competency Manager will meet with the Grievant and/or Association Area Representative within five (5) workdays of receipt of the grievance to attempt resolution on the matter. A written decision on the matter will be issued within five (5) workdays of the first step meeting.

STEP 2. If the grievance remains unresolved, it may be submitted to the Competency Leader, who shall meet and discuss the grievance with the aggrieved employee and/or the Officer in Charge of Area Representatives, or alternate representative, within five (5) workdays after receiving the grievance. The Competency Leader shall render a decision in writing to the grievant and the Association within five (5) workdays.

STEP 3. In the event the decision rendered in Step 2 is unacceptable to the grievant, the grievance may be submitted to the Production and Support Manager with a request for a meeting, within five (5) workdays of the grievant's receipt of the Step 2 decision. The Production and Support Manager shall meet with the grievant, the Association President and one (1) other Association Officer along with two employer representatives to discuss the grievance. This meeting shall be scheduled within ten (10) workdays following receipt of the request. The Production and Support Manager shall render a written decision within five (5) workdays after the meeting to the grievant and the Association. If a satisfactory settlement is not reached following the decision, the Association may elect to submit the grievance for Alternative Dispute Resolution in accordance with Article 27.

SECTION 5. ASSOCIATION GRIEVANCES. The Association President or his/her relief may initiate a written grievance, stating the facts giving rise to the grievance, the Agreement Articles, Laws, regulations claimed violated, and desired remedy or relief requested, and submit it at Step 3 for consideration by the Production and Support Manager. Further processing of the grievance will be in accordance with this Article.

SECTION 6. EMPLOYER GRIEVANCES. Grievances initiated by the Employer shall be submitted, in writing to the Association President. The grievance shall state the facts giving rise to the grievance, the Agreement Articles, Laws, Regulations claimed violated, and the remedy or relief requested, and submit it at Step 3 for consideration by the Association. Further processing of the grievance will be accordance with this Article.

SECTION 7. TIME LIMITS. It is agreed that a grievance will be taken up with employee's immediate supervisor with fifteen (15) workdays after the occurrence of the issue giving rise to the grievance, except when the parties mutually agree it is reasonably established that the employee was not aware of the circumstances that are the bases of the grievance or was prevented from presenting a timely grievance by circumstances beyond his/her control. In such case the employee may submit a grievance within fifteen (15) workdays from the date he/she becomes aware of the circumstances. The extended period does not apply to an action or omission of action, which occurred over six (6) months prior to the submission of a grievance.

SECTION 8. EXTENSIONS AND NON-OBSERVANCE OF TIME LIMITS. All time limits herein may be extended by mutual agreement. Failure of the Employer to observe the time limits for any step in the grievance procedure shall entitle the employee or the Association to advance the grievance to the next step. Failure of the employee or his/her Representative to observe the time limits provided for herein shall constitute a basis for termination of the grievance by the Employer. The grievant may withdraw a grievance at any time.

ARTICLE 27

ALTERNATIVE DISPUTE RESOLUTION

SECTION 1. Both parties agree, that in the event that the decision rendered at the 3rd step is unacceptable to the grievant, the matter will be reviewed under Alternative Dispute Resolution (ADR) procedures. Both parties will mutually agree on one of the following:

- A. Negotiation:
- B. Mediation:
- C. Peer Review:
- D. Alternate Discipline:
- E. Fact Finding:
- F. Mini-Trial:
- G. Partnering:
- H. Settlement:
- I. Ombudsman:

SECTION 2. In the event that a satisfactory settlement is not reached through the ADR procedure chosen, then the grievant or the Association may elect to submit the grievance to arbitration in accordance with ARTICLE 28.

ARTICLE 28

ARBITRATION

SECTION 1. In the event that a grievance processed under Article 27 is not resolved to the satisfaction of the moving party at the conclusion of the Alternative Dispute Resolution procedure, the dispute shall, upon written request by either the Association or the Employer, be referred to arbitration. Such written notice shall be served no later than twenty (20) working days following the date of receipt of the ADR decision.

SECTION 2. Within five (5) working days from the date of receipt of the arbitration request, the parties shall meet for the purpose of selecting an arbitrator. If agreement cannot be reached, the parties will request the Federal Mediation and Conciliation Service to submit a list of five (5) or more impartial persons qualified to act as arbitrators. The parties shall meet within five (5) working days after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Association will each strike one arbitrator's name from the list, with the Association striking first, and shall then repeat this procedure. The remaining name shall be duly selected Arbitrator.

SECTION 3. The cost of the Arbitrator's fee and expenses will be shared equally by both parties. The expenses (travel and per diem), etc., will be paid at no more than the maximum rate payable to Department of Defense employees under Volume 2 of Joint Travel Regulations. Further, the parties shall share equally the expenses of any mutually agreed upon services considered desirable or necessary in connection with arbitration proceedings. If mutual agreement to retain a recorder/transcriber service for hearing is not reached, the party desiring a record may retain such a

service at its own expense. If

after transcript services are rendered, either party requests to review the purchasing party's transcripts for purposes of filing and/or addressing an appeal, the requesting party will be required to pay one half of the documents original purchase price to the purchasing party.

SECTION 4. The arbitration hearing shall normally be held during the regular day shift hours of the normal basic workweek. Employees acting as Association Representatives on behalf of the aggrieved employee(s), and employee witnesses who have direct knowledge of the circumstances and factors bearing on the case, shall be excused from duty to participate in the arbitration proceedings without loss of pay or a charge against annual leave.

SECTION 5. The Arbitrator will be requested to render his decision as quickly as possible, but in any event no later than 30 calendar days after the conclusion of the hearing unless the parties otherwise agree. An Arbitrator shall not change, modify, alter, delete, or add to the provisions of this agreement. Such right is the prerogative of the contracting parties.

SECTION 6. The Arbitrator's decision is binding on the parties to this agreement, however, either party may file an exception to the decision with the Federal Labor Relations Authority under the regulations prescribed by the Authority.

ARTICLE 29

PAYROLL DEDUCTION OF DUES

SECTION 1. The Employer agrees to deduct Association dues from the pay of eligible employees who voluntarily request such dues deductions. In administering the Dues Deduction Program, the Employer and the Association shall be governed by provisions of this ARTICLE and applicable Office of Personnel Management regulations and Navy Department directives.

SECTION 2. Any employee desiring to have Association dues deducted from their pay, may, at any time, complete and sign the appropriate portions of NAVAVNDEPOT N.I. 12711/1, "Request for Payroll Deductions for Labor Organization Dues." Section A of the form shall be completed and certified by a member of the Executive Board of the Association, who shall forward or deliver it to the Coronado Site Office of the Human Resources. An employee may not request the deduction from their earnings of dues to more than one employee organization.

The Association shall be responsible for insuring that the dues deduction form is readily available to members of the Association, and shall insure that the forms are properly completed and certified before transmitting them to the Employer.

SECTION 3. A deduction will be made each bi-weekly pay period from the check of an employee who has requested such allotment for dues. The Association will inform the Employer as to the amount of dues to be deducted. Change in the amount of Association dues for payroll deduction shall not be made more frequently than once each twelve (12) months. It is understood that no

deduction for dues will be made by the Employer in any period for which the employee's net earnings, after other deductions, are insufficient to cover the full amount of the allotment for dues.

SECTION 4. The Association shall furnish the Employer the names and signatures of Association Officials who are designated by the Association to certify dues deductions. The Association shall be responsible for giving the Employer prompt written notification of any change in this information.

SECTION 5. The amount of dues deducted shall be transmitted by the Employer (Defense Finance and Accounting Service) to the Treasurer of the Association by electronic transfer no later than seven (7) working days after the close of each pay period. With each electronic transfer, the Employer agrees to provide a list showing the names of the employees involved and the amount of dues withheld for the pay period in question. The list will be sent via regular mail to the Association listed mailing address. (P.O. Box 181352 Coronado, CA. 92178-1352)

SECTION 6. An allotment for the deduction of any employee's dues may be terminated by the employee once a year on the anniversary date of the employee's initial dues deduction. CSRA provides that an employee cannot terminate a dues allotment for a one-year period after the initial authorization, except as provided for in SECTION 7 of this ARTICLE. Revocation will be effected through submission of a properly completed STANDARD FORM 1188, "Cancellation of Payroll Deductions for Labor Organization Dues" to the Coronado Site Office, Human Resources, within a fifteen (15) calendar day period immediately preceding the anniversary date. Upon request of a properly and timely executed dues cancellation form, the Employer shall promptly provide a copy to the Association. Revocation of an allotment shall be effective on the first full pay period following the anniversary day.

SECTION 7. An employee's allotment for payment of Association dues shall be terminated with the start of the first full pay period following the pay period in which any of the following occur:

- A. Loss of exclusive recognition of the Association;
- B. Transfer of the employee, resulting in a permanent change in employment status, to a position outside the bargaining unit;
- C. Separation of the employee for any reason, including death or retirement; or
- D. Receipt by the Employer of notice that the employee has ceased to be a member in good standing of the Association in order that the Employer may terminate his/her allotment for dues.

SECTION 8. The Association agrees to give prompt written notification to the Employer in the event an employee participating in the Dues Deduction Program ceases for any reason to be a member in good standing of the Association in order that the Employer may terminate his/her allotment for dues.

SECTION 9. The Association recognizes its responsibility for seeing that the members are fully informed and educated concerning the program for payroll deduction of Association dues, its voluntary nature, and availability of the required forms.

ARTICLE 30

TIME CLOCK

SECTION 1. All Quality Assurance Specialist in the Unit at the GS-9 level and above will be exempt from the requirement to use the time clock to record time and attendance. Exception to this exemption will only be taken for just cause.

ARTICLE 31

AGREEMENT DURATION AND CHANGES

SECTION 1. This Agreement shall become effective upon the date of approval by the Department of Defense and shall remain full force and in effect for three (3) years from such date, provided that this Agreement shall terminate at any time it is determined that the Association is no longer entitled to exclusive recognition under the provisions of the CSRA.

SECTION 2. At least ninety (90), but not earlier than one hundred and twenty (120), calendar days prior to the expiration date of this Agreement, representatives of the Employer and the Association shall meet, upon the request of either party, for the purpose of arranging a negotiating a subsequent Agreement. Positive action will be taken by both parties to assure that a lapse between Agreements does not occur.

SECTION 3. In the event this Agreement is not terminated, as outlined in SECTION 1 above, and neither the Employer nor the Association requests to renegotiate this Agreement, as described in SECTION 2 above, the terms of this Agreement shall be automatically renewed for an additional three (3) years duration. Such renewal will be subject to conformance with existing published policies of the Department of the Navy, Department of Defense, regulations of other appropriate authorities, and applicable laws at the time it is renewed.

SECTION 4. By mutual consent of the parties, this Agreement may be reopened at any time for modification or amendment. Also, modification or amendment of the Agreement may be required because of changes in applicable laws, rules, regulations or policies issued after the date of this Agreement. Any request for modification or amendment shall be submitted in writing and must be accompanied by a summary of the modification(s) or amendment(s) proposed. When the modification or amendment is required, or the parties consent to open the Agreement, representatives of the Employer and the Association will meet to negotiate the matter. No changes other than those required or those covered by the summary shall be considered, such modification or amendment shall be subject to the approval of the Secretary of the Defense and will become effective on the date of such approval.

SECTION 5. If upon expiration of this Agreement a renewed Agreement has not been executed by the parties, the provisions of ARTICLE 29, Payroll Deduction of dues, shall remain in effect.

SECTION 6. It is agreed and understood that in the event the Association believes that prior benefit, practice or understanding has been abolished by the Employer, and benefit,

practice or understanding concerns a mandatory subject for negotiation, the alleged abolishment may be suitable subject for negotiation by both parties.

SECTION 7. The Employer will furnish all Unit Employees a printed copy of this agreement and any subsequent amendments or supplements thereto. After check-in of new employees into the unit, the supervisor will provide the employee a copy of the agreement and will introduce such employees to the Association Representative for their area.

SECTION 8. This Agreement supersedes all previous agreements and understandings between the parties, either oral or written, and contains the entire understanding between the parties on all matters specifically negotiated herein.

WITNESS SIGNATURES

Witness whereof the authorized representatives of the parties have hereby affixed their signatures on this 24th day of June, 2002.

For LOCAL 8 of the National Association
of Government Inspectors/International
Federation of Professional and Technical
Engineers

For the Naval Air Depot,
Naval Air Station, North Island
San Diego, California 92135-7058

President

Captain, U.S. Navy
Commanding Officer

Vice-President

Quality Competency Leader

Secretary

Director, Production and Support
Services Office

Treasurer -

Lead Personnel Management
Specialist

Approved by Secretary of Defense on July 22, 2002.